



GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED PROPOSAL NO. 1112-020

Telecommunication Carrier Services

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:

***Tuesday, January 25th @ 2:00PM CST***

***NO LATE PROPOSALS WILL BE ACCEPTED***  
**ORIGINAL AND FIVE COPIES REQUIRED, PLUS ON CD OR A  
FLASH DRIVE**  
~~~~~

**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

**CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.
FRISCO, TX 75034**

**Deadline for Submittal of
Questions**

JANUARY 17TH, 5:00PM CST

**FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE
CONTACT:**

**Tom Johnston C.P.M.
Director of Administrative Services
tjohnston@friscotexas.gov
972 292 5540**

**Daniel Ford, CPPB
Buyer
dford@friscotexas.gov
972 292 5542**



CITY OF FRISCO

COMPETITIVE SEALED PROPOSAL NUMBER 1112-020

RFP for Telecommunication Carrier Services

BIDDER MUST SUBMIT ORIGINAL PROPOSAL PLUS FIVE "COPIES", PLUS A CD OR FLASH DRIVE TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED ON A CD OR FLASHDRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Proposals for **Telecommunication Carrier Services**.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Proposal must be received by Tuesday, January 25th at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Proposals will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on Tuesday, January 25th, at 2:05 PM.CST.

Write the competitive sealed proposal number 1112-020, name of proposals, RFP for Telecommunication Carrier Services, and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposals. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful bidder may be required to execute a written contract.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit an original on a CD or Flash drive and five (5) copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be

withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at 972-292-5542.
16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within five (5) days of the staff recommendation memo. Unless otherwise

provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation

Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point

shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. DISCLOSURE OF CERTAIN RELATIONSHIPS
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *
 *
COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____,
2011

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- | | | | | |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
1	Name of person doing business with local governmental entity.	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

City of Frisco Request for Proposal (RFP) 1112-020 Telecommunication Carrier Services

Introduction

The City of Frisco, Texas is accepting proposals for Telecommunication Carrier Services. Telecommunications at the City of Frisco are managed by the Information Technology Department.

Mission Statement

The mission of the Information Technology Department is to ensure reliability, availability, serviceability and security of all computer and telecommunications-related systems, required for all other City Departments to effectively accomplish their missions.

City Background

The City of Frisco is located approximately 20 miles north of downtown Dallas along the Dallas North Toll way and SH 121, and covers area in both Collin and Denton County. The population estimate as of January, 2010 for Frisco is approximately 107,057 and growing at the rate of roughly 15% annually.

- Approximately 36% of Frisco residents reside in Denton County, 64% in Collin County.
- The median age is 34 years.
- The median household income in Frisco is \$101,574.
- In 2009 there were 39,000 households in Frisco, with an average size of three people.
- 52% of households are families with children.
- 1/3 of the population is younger than 18; 5% is older than 65.
- 51% are female, 49% male.
- 37,200 students were enrolled in Frisco ISD for the 2010/2011 school year.
- In 2009, 94% of people 25 were high school graduates and 57% had a bachelor's degree or higher.
- 4% reported having a disability.

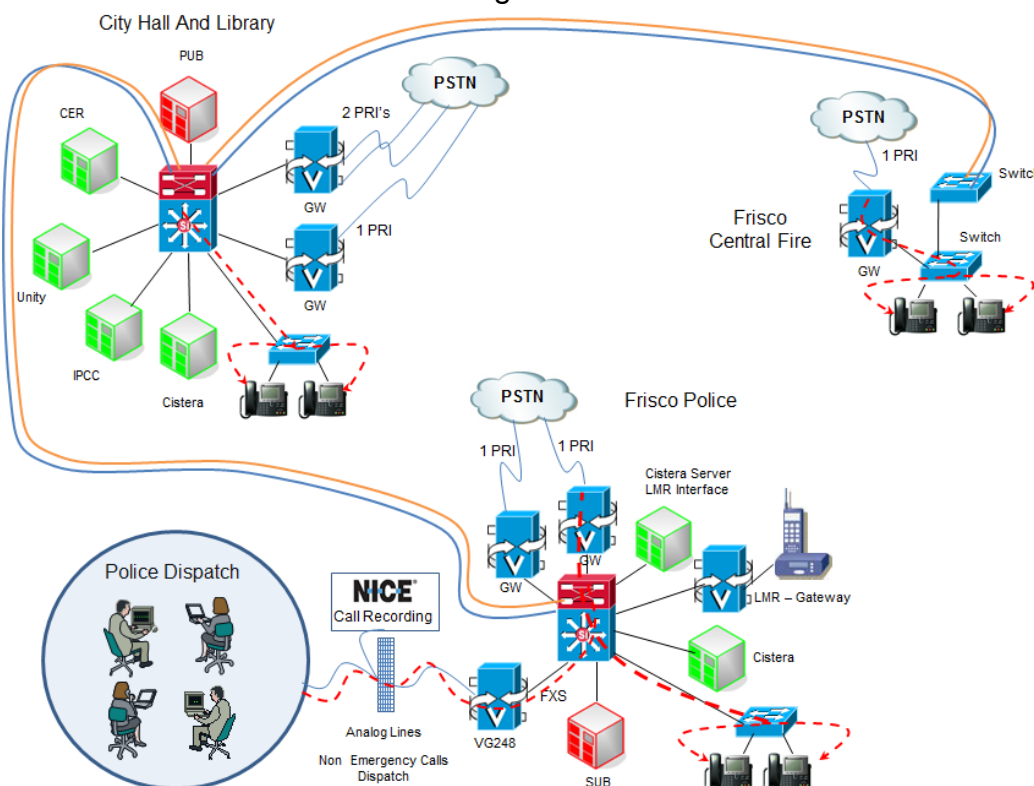
Voice Network Background

The City of Frisco telephone network is a single-site model. The single-site model (see Figure 1) consists of a single site served by a LAN. A cluster of 2 servers (one dedicated to the Publisher database, the other dedicated to the TFTP service, running the Call Manager service) provides telephony service for over 1000 IP-enabled voice devices within our enterprise. Calls outside of the enterprise environment are served by IP-to-Public Switched Telephone Network (PSTN) gateways.

The Cisco Unified Communications Manager (telephone system) uses PRI's to transport telephone voice circuits and switch signaling utilizing PRI NI2 protocol. These links are currently terminated by the carrier to a Smart Jack that is powered from the provider's central office. This gives the carrier loop back and circuit diagnostic capabilities.

Each remote location is connected via Fiber and uses this path to access the City of Frisco's voice network, receive DID calls from the off net common carrier as well as to place non-911 calls. The connection between remote sites are used for on-net telephone traffic as well as alternate voice routing to off-net calls in the event all outbound voice circuits to a given site are unavailable.

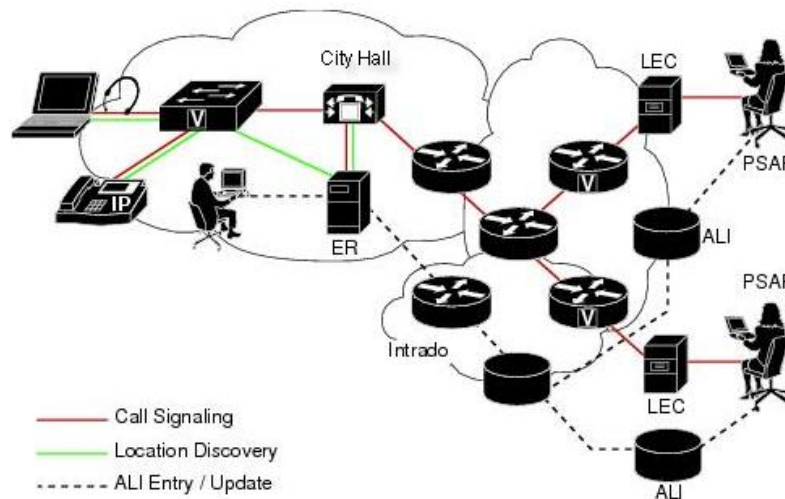
Figure 1



Cisco Emergency Responder and Enhanced 9-1-1

Cisco Emergency Responder software and appliance enhances E-911 emergency calling from Cisco Unified Communications Manager (see Figure 2). It helps assure that Cisco Unified Communications Manager sends emergency calls to the appropriate Public Safety Answering Point (PSAP) for the caller's location, and that the PSAP can identify the caller's location and, if necessary, return the call. Cisco Emergency Responder can also notify customer security personnel of an emergency call in progress and the caller's location.

Figure2



Scope of Telecommunications Services

1.0 SCOPE OF PROPOSAL

1.1 The City of Frisco is soliciting Proposals from qualified sources relative to provisions of the subsequent Request for Proposal (RFP) criteria. This procurement is to provide the City with a Telecommunication Service Provider. This RFP process is to address statutory competitive requirements and will be beneficial in determining which vendor(s) can best address the City's needs as identified within this document.

1.2 A single agreement for all services is desired. Respondents must provide pricing detail meeting specifications. The City of Frisco reserves the right to award all or part of the above detailed specifications. The City will award all or part of this RFP to a single respondent or multiple respondents at its discretion, based upon the complexity of the evaluation, the number of respondents, the interoperability of the components, etc.

1.3 This proposal should include the requirements specified in this document as well as provide for basic maintenance of the City's' electronic communications infrastructure.

Required Submittal Procedure

In addition to the material included in the City of Frisco RFP document, each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Frisco.

Section 1: Title Page

The title page shall include the proposal number, 1112-020, project name "RFP for Telecommunication Carrier Services" and the name of your organization. This shall be signed by an officer of your organization authorized to bind the organization in contracts.

Section 2: Table of Contents

Provide page numbers for the beginning of each section of your proposal.

Section 3: Executive Summary

Provide a brief description of the following areas of your company and all third-party vendors proposing to work on this project, including:

1. Stability and growth of the company
2. Summary of services included in the proposal and differentiating highlights
3. Exceptions to the requirements outlined in the RFP

The Executive Summary shall not exceed 3 pages in length.

Section 4: Company Background

Provide a brief history of your company and all third-party vendors included in this proposal. Include information such as when it was founded, types of goods or services sold, number of active clients, and name of company owners.

Section 5: Requirements

The proposer must respond to each requirement as listed below. The proposer shall address the ability to provide for each requirement, and specifically note if exception is taken to the ability to provide that requirement.

Requirements

5.1.1 ISDN Primary Rate PRI Trunks

Vendor will provide 6 PRI trunks that will provide a multi-purpose high speed, multiplexed digital interface based on CCITT Integrated Services Digital Network (ISDN) standards. Service shall be provided where facilities are available from Customer's premises to the vendors circuit switched voice, circuit-switched data and packet-switched data services via a 1.544Mbps central office (CO) termination. The CO termination will connect by way of 23 64Kbps "B" channels and one 64Kbps "D" channel. The transmission characteristics of this service shall support 64Kbps clear channel capability and Extended Super frame Format. Caller Line Identification will allow the name and/or number of the calling party to be delivered to the called party. These ISDN lines will be used as the transport for the Direct Inward Dialing (DID) and direct outward dialing (DOD) Telephone Numbers.

We presently have a block of 2000 numbers that require Extended Area Calling and the City of Frisco wishes to retain the existing DID numbers. Additional number blocks required in the future from the vendor will be subject to The City of Frisco approval to insure a system wide compatible numbering scheme. The responding vendor/company must submit a written plan to port all existing numbers to their supplied PRI configured trunks if porting is necessary. All onetime cost for porting or reconfiguration to accomplish number portability will be included on the cost schedule and noted as such. If the bidder proposes to replace these lines by means of a different service or by means of a different physical connection, the bidder must include in the one-time installation cost, if any, the cost of installing these new circuits into the Cisco Unified Communications Manager (CUCM), telephone switch as well as verifying the proper operation and quality of the voice path. The City of Frisco requires that the vender must engage the City of Frisco IT Department to make sure that the interface connections to the telephone switch and verify the testing. For quantity and locations for existing PRI trunks, see Figure3.

Figure3

Service	Location	DID Range
3-PRI's	City Hall 6101 Frisco Square Blvd	972-292-5000
1-PRI	Central Fire 8601 Gray Burns	972-292-6300
2-PRI's	Police 7200 Stonebrook Parkway	972-292-6000

Note:

Extended Area Calling service is a telephony term that deals with calling a wider area beyond the exchange without long distance or toll charges. It can be a flat rate, message or measured and also it can be zoned as well. Finally it can be optional or mandated by government regulations.

***Explain how your company can meet our ISND PRI requirements. Please include a geographic map representing the outline of your extended area calling service.**

Please submit your written plan to port all existing numbers to their supplied PRI configured trunks in this section.

5.1.2 Emergency Redundancy Routing (ERR) or Disaster Routing Service (DRS) feature

Vendor must be able to provide Emergency Redundancy Routing or Disaster Routing Service to the City of Frisco. The service is an efficient way to redirect our office communications during routine maintenance, system upgrades, or unplanned disaster. This service helps wards off customer confusion — not to mention lost time and money. In addition, this service must allow us to choose and change which one (of up to three destination options) we want active at any time.

***Explain how your company can meet Emergency Redundancy Routing or Disaster Routing Service to the City of Frisco.**

5.1.3 Enhanced 9-1-1

The City of Frisco requires Enhanced 911, E-911 or E911 throughout all facilities. (E-911 is a North American telecommunications based system that automatically associates a physical address with the calling party's telephone number, and routes the call to the most appropriate Public Safety Answering Point).

***Explain how your company can meet our requirement to support Enhanced 911.**

5.1.4 Long Distance

Vendor shall provide rates for Domestic and International Long distance calls. This service should include any additional connect fees, monthly fees, minimum length of call charges or restrictions on hours of use for rates provided. Vendor shall provide rates for caller, "Toll Free" inbound calling as well as any restrictions or additional cost associated with this service.

***Explain how your company can meet our Long Distance requirement and provide rates.**

5.1.5 Nationwide Tier 1 provider

The Award of Contract must be to a vendor with at least a Nationwide Tier 1 provider capability with a high-capacity terabit-capable IP routing core.

***Provide credentials addressing this qualification.**

5.1.6 Web-based Customer Resources and Tools for managing our account and services

The City of Frisco desires a Web-based application for managing our account.

****Address each of the following requirements:***

- ***Billing & Account Management***
- ***View, download and analyze bills and call detail reports***
- ***Pay bills online via credit card or debit from our bank account***
- ***Set up Auto pay so bill payments are automatically deducted each month***
- ***Change billing address online***
- ***Sign up for paperless billing and email payment reminders***
- ***Account access levels (including Master Administrator) to manage Web-based application.***

Section 6: Pricing

The term of this price agreement will be for Three (3) years with an optional two (2) year renewal of Telecommunications Carrier Services for the City of Frisco.

Prices shall remain firm for the term of the price agreement. THE CITY OF FRISCO REQUESTS THAT ALL INSTALLATION COSTS BE WAIVED. Please price each location separately for the following features/services.

Service	Location	DID Range
3-PRI's	City Hall 6101 Frisco Square Blvd	972-292-5000
1-PRI	Central Fire 8601 Gray Burns	972-292-6300
2-PRI's	Police 7200 Stonebrook Parkway	972-292-6000

Features/Services

- Full ISDN PRI
- B-Channel Trunks
- Long Distance Minutes
- Caller ID and Name
- Block of 100 DID's
- E911– Service

- EACS – Extended Area Calling
- List itemized maintenance and support and include when initial support payment is due.
- List itemized services including installation, training, implementation, travel and per diem (if required).
- List any optional features separately and include an explanation of those features.
- List any anticipated future charges not already listed in the pricing specified above including these things, features we will see on the bill.

Section 7: References

The proposer must furnish references for at least five (5) customers for whom they have provided similar service for a similar sized environment. Contact information, including names and titles of customer contacts, telephone numbers, email addresses and information about their website should be included. Municipal experience is preferred.

Section 8: Implementation

Describe plan to implement this service. Include detail about how the development team will verify that their progress meets the requirements of the City.

Solutions Engineer must be certified to install and configure services

Vender must use experienced and Cisco certified solution engineers for the implementation to provide an accurate and responsive analysis of our business needs, which would include functional, scalable, future-proofed and cost-effective. Implementation Team must include individual with Cisco Certified Internetworking expert certifications.

The proposer shall provide the City of Frisco with a comprehensive approach to work based on the proposer's expertise and the estimated volume and provide a framework for implementation. The proposer shall provide implementation documentation that will contain, but not be limited to the following:

- A timeline of each phase of the implementation.
- Customer Implementation Team or Project Manager that will oversee the installation process.
- Provision to provide regular updates via email or telephone on the status of the installation.

Section 9: Maintenance and Support

Provide a brief description of the company's service and support philosophy. Include a description of services offered, support hours of operation and online tools if any. Describe the warranty and/or maintenance agreement. Include, if applicable, tools allowing the City staff to remotely troubleshoot or resolve system problems. Do you provide 24x7 Customer Care and Support? Also, detail out escalation procedures for major and minor repairs; please define major and minor repairs. Provide proof of experienced and certified support engineers available to identify and resolve technical issues around the clock, in addition online self-help and monitoring tools that provide proactive, pre-emptive, and predictive support, allowing us to address potential technical issues even before they occur and to maintain your systems at optimum levels.

***Address how your company can meet Customer Care and Support requirements outlined in this section.**

Proposal Evaluation

A City committee will evaluate the information provided by vendors in response to the criteria provided. The scores of all evaluators will be used to determine the ranking of each proposal and a recommendation will be forwarded to the City Council for their review. Award of contract will be made by the City Council in the best interest of the city and shall, therefore, be considered final.

The City, however may consider other options separately from this RFP, and notifies each Proposer that the City may or may not enter into an agreement resulting from this RFP, if at its sole discretion the City determines other methods are in its best interest. The City is not entering into an exclusive agreement and may at its discretion; make other arrangements from time to time, for similar type services

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

Evaluation Criteria

This procurement will comply with applicable City of Frisco policy. The successful proposer will be selected on a rational basis, with both qualifications and price considered in the selection process. Evaluation factors outlined below shall be applied to all eligible, responsive proposers in comparing proposals and selecting the successful vendor. Award of a contract may be made without discussion with proposer after proposals are received. Proposals should therefore be submitted on the most favorable terms.

The following criteria are listed in their order of importance and will be considered in making an award:

- Nationwide Tier 1 provider
- Total cost of proposed system and ongoing maintenance for 5 years
- Meets city requirements
- Customer References
- Conformance with RFP guidelines and submittal requirements

Each proposing firm is responsible for submitting all relevant, factual and correct information for evaluation of the above criteria with their proposal. The evaluation committee will evaluate each proposal based on the data submitted. If additional information is submitted with the proposal, the proposing firm must clearly make reference to it in the appropriate location in the proposal.

Inquiries from Proposers

Questions related to this RFP must be submitted in writing via email to Tom Johnston, Director of Administrative Services, purchasing@friscotexas.gov no later than January 17th at 5:00 p.m. CST.

Proposals are due to the office of Tom Johnston, Director of Administrative Services, no later than January 25th, 2:00 PM CST. It is the proposer's responsibility to ensure that they have received any and all addenda related to the proposal. It shall be the sole responsibility of the respondent to insure that their proposal is received by the Director of Administrative Services within the time limit indicated. Late proposals will not be considered.

Proprietary Information

The City of Frisco considers all information contained within the packet to be subject to the Open Records Act and nonproprietary in nature. Any proprietary information should be clearly marked as such.

BIDDER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?

ORIGINAL AND FIVE (5) COPIES INCLUDED?

ALL BLANKS COMPLETED ON THIS BID FORM?

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM

1112-020

Telecommunication Carrier Services

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name): _____ Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____